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3 PASSED AND ADOPTED this 10th day of January, 2017.
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6 **The foregoing resolution upon being**
7 **put to a vote, the vote was as follows:**

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10 Tracy Truppmann, Mayor
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Mayor Truppmann: Yes
Vice Mayor Coviello: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Ross: Yes
Commissioner Tudor: Yes

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15 Attest:

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18 Maria C. Camara, Village Clerk
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22 Approved as to form:
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26 John J. Hearn, Village Attorney

Agreement to Serve as Temporary Interim Chief of Police

This ~~21st~~ day of December, 2016 by and between the Village of Biscayne Park, a Florida municipal corporation (hereinafter "Village") and Nicolas Wollschlager, a Village of Biscayne Park Police Officer (hereinafter "Wollschlager") for the provision of temporary interim Chief of Police services.

WHEREAS, Wollschlager has served as a police officer for the Village for the last 5 years; and

WHEREAS, recently, the Village Chief of Police resigned, creating a vacancy in that position; and

WHEREAS, the Village is in the process of searching outside the Department for a permanent Chief of Police; and

WHEREAS, the Village is in need of an Interim Chief of Police during the time that a search and selection process is being made; and

WHEREAS, Wollschlager is willing and has agreed to serve as Interim Chief of Police;

NOW, THEREFORE, it is hereby mutually agreed by the parties as follows:

1. TERM. Wollschlager shall begin serving as Interim Chief of Police effective January 3, 2017 and shall continue to serve as Interim Chief of Police for a temporary period, not anticipated to exceed ninety (90) days. The terms of this Agreement may be extended or reduced by mutual written agreement.

2. SERVICES. Wollschlager shall perform all duties and functions required by the regular position of Chief of Police and in performing such services Wollschlager shall comply at all times with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services.

3. COMPENSATION. In addition to Wollschlager's regular salary, Wollschlager shall be paid an additional \$5,000 dollars (five thousand dollars) per month. That amount shall be paid on a bi-weekly and pro-rated basis.

4. RETURN TO PREVIOUS POSITION. The Village and Wollschlager recognize that the Interim Chief of Police position is an at-will position and, at the sole discretion of the Village, Wollschlager may be removed as Interim Chief of Police and this Agreement may be terminated at any time. The Village recognizes and agrees that, although this Agreement may be

terminated at any time, Wollschlager is guaranteed to return to his previous position with all previous seniority and benefits.

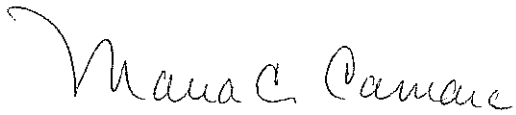
5. RATIFICATION/APPROVAL. The parties recognize that this Agreement, in order to continue past January 11, 2017, will need to be approved/ratified at its Commission meeting.

6. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and no other agreement or changes have been made to Wollschlager's employment status.

IN WITNESS WHEREOF, the parties have executed this Agreement on December 21st, 2016.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

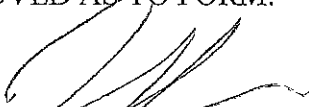


MARIA CAMARA, VILLAGE CLERK



SHARON RAGOONAN, VILLAGE MANAGER

APPROVED AS TO FORM:



JOHN I. HEARN, VILLAGE ATTORNEY

NICOLAS WOLLSCHLAGER

